

IT IS THE VENDOR'S RESPONSIBILITY TO  
CHECK FOR ADDENDUM PRIOR TO SUBMISSION PROPOSALS

## **NOTICE TO BIDDERS SPECIFICATION NO. 03-263**

**The City of Lincoln, Nebraska intends to purchase and invites you to submit a sealed bid for:**

### **RESURFACE ASPHALT BASED TENNIS COURTS AT WOODS TENNIS CENTER**

Sealed bids will be received by the City of Lincoln, Nebraska on or before 12:00 noon Wednesday, October 15, 2003 in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Bids will be publicly opened and read at the K Street Complex.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above.

**PROPOSAL  
SPECIFICATION NO. 03-263**

**BID OPENING TIME: 12:00 NOON  
DATE: Wednesday October 15, 2003**

The undersigned bidder, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the City the below listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

**ADDENDA RECEIPT:** The receipt of addenda to the specifications numbers \_\_\_\_ through \_\_\_\_ are hereby acknowledged. Failure of any bidder to receive any addendum or interpretation of the specifications shall not relieve the bidder from obligations specified in the bid request. all addenda shall become part of the final contract document.

**BIDDING SCHEDULE**

<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>TOTAL</u>
1.	RESURFACE ASPHALT BASED TENNIS COURTS AT WOODS TENNIS CENTER	Approximately 39,600 Sq Ft.	Lump Sum	\$ _____

WRITE TOTAL \_\_\_\_\_

BID BOND REQUIRED: YES ☐ X ☒ 5% of Total Bid

**AFFIRMATIVE ACTION PROGRAM:**

Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance with the City's policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

**RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL  
MARK OUTSIDE OF BID ENVELOPE: SEALED BID FOR SPEC. 03-263**

\_\_\_\_\_  
**COMPANY NAME**

\_\_\_\_\_  
**BY (Signature)**

\_\_\_\_\_  
**STREET ADDRESS or P.O. BOX**

\_\_\_\_\_  
**(Print Name)**

\_\_\_\_\_  
**CITY, STATE ZIP CODE**

\_\_\_\_\_  
**(Title)**

\_\_\_\_\_  
**TELEPHONE**

\_\_\_\_\_  
**(Date)**

\_\_\_\_\_  
**EMPLOYER'S FEDERAL I.D. NO.  
OR SOCIAL SECURITY NUMBER**

\_\_\_\_\_  
**ESTIMATED DELIVERY DAYS**

\_\_\_\_\_  
**TERMS OF PAYMENT**

BIDS MAY BE INSPECTED IN THE PURCHASING DIVISION OFFICES DURING NORMAL BUSINESS HOURS. **AFTER** TABULATION BY THE PURCHASING AGENT. IF YOU DESIRE A COPY OF THE BID TABULATION TO BE MAILED TO YOU, YOU MUST ENCLOSE A **SELF-ADDRESSED STAMPED ENVELOPE** WITH YOUR BIDDING DOCUMENTS.

# SPECIFICATIONS TO RESURFACE ASPHALT BASED TENNIS COURTS

## 1. WORK COVERED BY CONTRACT DOCUMENTS

- 1.1 The proposed work shall include cleaning, repairing and resurfacing of the existing indoor tennis courts at the Woods Park Tennis Center.
  - 1.1.1 The indoor tennis courts are located in two air structure units with three (3) courts in each unit.
  - 1.1.2 The approximate total area to be resurfaced is approximately 39,600 square feet, which includes six (6) courts and the surrounding surface area within each air structure.
  - 1.1.3 Proposed bidders are encouraged to visit the project site and contact the project coordinators for questions prior to submitting a bid.
  - 1.1.4 All work shall be completed by November 30, 2003.
- 1.2 Project Location:
  - 1.2.1 33rd & "J" Streets, Lincoln, Nebraska 68510
- 1.3 Owner:
  - 1.3.1 Parks and Recreation Department, City of Lincoln, Nebraska
- 1.4 Project Coordinator:
  - 1.4.1 Bill Weddle, Park Planner, Parks and Recreation Department
  - 1.4.2 Joe McWilliams, Tennis Director, Woods Tennis Center

## 2. PRE-RENOVATION PROCEDURES

- 2.1 The owner shall clear all courts of all objects, including nets.

## COLOR COATING PROCEDURES

### 3. POWER CLEANING

- 3.1 Blow off all dirt and debris that exists on the surface, using high pressure forced air.

### 4. CRACK SEALING

- 4.1 Clean out existing cracks.
- 4.2 Pre-sand the cracks with silica sand where needed.
- 4.3 Fill all cracks & voids with a 100% acrylic crack sealant.
- 4.4 Apply acrylic patch binder over the large thermo cracks.

### 5. REPAIR OF LOW SPOTS

- 5.1 The low areas shall be primed with an acrylic patch binder patching primer.
- 5.2 Apply an acrylic patch binder mix to all areas needed.
- 5.3 All patch areas shall be sanded as needed prior to color coating.

### 6. ACRYLIC RESURFACER

- 6.1 Apply one (1) coat of California Products Corporation "Plexipave®" (fortified), 100% acrylic resurfacer or a City approved equal over the entire surface (see attached product specifications A).
- 6.2 The coat shall have silica sand added to it. (60 - 80 mesh)

**7. COLOR COATING**

- 7.1 Apply two (2) coats of California Products Corporation "Plexipave®" (fortified), 100% acrylic color coating or approved equal (see attached product specification B).
- 7.2 The color coat shall be applied perpendicular to the primer coat.
- 7.3 Colors: Choice of colors shall be coordinated with the owner.

**8. LINE STRIPING**

- 8.1 Lay out the court for striping according to the United States Tennis Association.
- 8.2 Apply California Products Corporation "Plexipave" (C)(fortified) 100% acrylic line paint, or approved equal.
- 8.3 Color: White (textured).

**9. CLEAN UP**

- 9.1 The job site shall be left neat and clean as per the Project Managers approval.
- 9.2 All application related debris shall be cleaned up and disposed of properly.
- 9.3 All unused material shall be recycled.

**10. WARRANTY**

- 10.1 Two-year minimums warranty on workmanship and material shall be provided.
- 10.2 See attached warranty certificate for details.

# **INSTRUCTIONS TO BIDDERS**

## **CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION**

### **1. BIDDING PROCEDURE**

- 1.1 Bidder shall submit two (2) complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or by typewriter, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name and address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

### **2. BIDDER'S SECURITY**

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated of the Proposal Form.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
  - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
  - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
  - 2.5.1 A contract has been executed and bonds have been furnished.
  - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
  - 2.5.3 All bids have been rejected.

- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:

- 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
- 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

### **3. EQUAL OPPORTUNITY**

- 3.1 Each bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Bidder shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code.
- 3.2 Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16).
- 3.3 The Equal Opportunity Officer will determine compliance or non-compliance with the City's Affirmative Action Policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

### **4. DATA PRIVACY**

- 4.1 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 4.2 The bidder agrees to hold the City harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.

### **5. BIDDER'S REPRESENTATION**

- 5.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 5.2 Each bidder for services further represents that the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

### **6. INDEPENDENT PRICE DETERMINATION**

- 6.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the

bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

#### **7. CLARIFICATION OF SPECIFICATION DOCUMENTS**

- 7.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 7.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to the date and time for receipt of bids.
- 7.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 7.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

#### **8. ADDENDA**

- 8.1 Addenda are written instruments issued by the City prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 8.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 8.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 8.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 8.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

#### **9. ANTI-LOBBYING PROVISION**

- 9.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

#### **10. BRAND NAMES**

- 10.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 10.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 10.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including

illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.

- 10.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

#### **11. DEMONSTRATIONS/SAMPLES**

- 11.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 11.2 Such demonstration can be at the City delivery location or a surrounding community.
- 11.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate City personnel to the nearest location to view and inspect proposed item(s).
- 11.4 If items are small and malleable, and the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

#### **12. DELIVERY**

- 12.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 12.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 12.3 All bids shall be based upon **inside** delivery of the equipment or merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

#### **13. WARRANTIES, GUARANTEES AND MAINTENANCE**

- 13.1 Copies of the following documents must accompany the bid proposal for all items being bid:
  - 13.1.1 Manufacturer's warranties and/or guarantees.
  - 13.1.2 Bidder's maintenance policies and associated costs.
- 13.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.
- 13.3 Bidder Warrants and represents to the City that all software/firmware/ hardware/equipment /systems developed, distributed, installed or programmed by Bidder pursuant to this Specification and Agreement.
  - 13.3.1 That all data recognition and processing by the

software/firmware/hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and

13.3.2 That all date sorting by the software /firmware/hardware/ equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the City of the failure of any software/ firmware/ hardware /equipment /systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the City, replace or correct the non-complying software/ firmware/ hardware/ equipment/ systems with software/firmware/ hardware/equipment/ systems that does comply with this Specification and Agreement.

13.3.3 No Disclaimers: The warranties and representations set forth in this section 13.3 shall not be subject to any disclaimer or exclusion of warranties or to any limitations of Licensor's liability under this Specification and Agreement.

#### **14. ACCEPTANCE OF MATERIAL**

14.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.

14.2 Material delivered under this proposal shall remain the property of the bidder until:

14.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and

14.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.

14.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.

14.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.

14.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

#### **15. BID EVALUATION AND AWARD**

15.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the

work.

15.2 No bid shall be modified or withdrawn for a period of sixty (60) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.

15.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.

15.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the City, and as the City deems will best serve their requirements.

15.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the City.

#### **16. INDEMNIFICATION**

16.1 The bidder shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss or use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.

16.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 16.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

#### **17. TERMS OF PAYMENT**

17.1 Unless other specification provisions state otherwise, payment in full will be made by the City within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

#### **18. LAWS**

18.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

## **INSURANCE CLAUSE TO BE USED FOR ALL CITY CONTRACTS**

The Contractor shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Contractor to indemnify or hold harmless the City of Lincoln for any losses, claims, damages, and expenses arising out of or resulting from the negligence of the City of Lincoln, Nebraska.

Contractor shall not commence work under this contract until he has obtained all insurance required under this Section and such insurance has been approved by the City Attorney for the City of Lincoln, nor shall the Contractor allow any sub-contractor to commence work on his subcontract until all similar insurance required of the sub-contractor has been so obtained and approved.

### **A. Worker's Compensation Insurance and Employer's Liability Insurance**

The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance with an insurance company authorized to write such insurance in this state covering all his employees, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. The Contractor shall take out and maintain during the life of this contract, Employer's Liability Insurance with a limit of \$100,000 in an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of his subcontractors similarly to maintain common law liability insurance on his employees.

State	Statutory
Applicable Federal	Statutory
Employer's Liability	\$100,000

### **B. General Liability Insurance**

1. The Contractor shall maintain during the life of this contract, General Liability Insurance, naming and protecting him and the City of Lincoln, its officials, employees and volunteers as insured, against claims for damages resulting from (a) bodily injury, including wrongful death, (b) personal injury liability, and (c) property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

A. Bodily Injury/Property Damage	\$1,000,000 each Occurrence \$2,000,000 Aggregate
B. Personal Injury Damage	\$1,000,000 each Occurrence
C. Contractual Liability	\$1,000,000 each Occurrence
D. Products Liability & Completed Operations	\$1,000,000 each Occurrence



2. The General Liability Insurance required by the preceding paragraph shall include the following extensions of coverage:
  - (a) The coverage shall be provided under a Commercial General Liability form or similar thereto.
  - (b) X.C.U. Coverage - if the contract requires any work procedures involving blasting, excavating, tunneling or other underground work, the liability coverage shall include Standard Blasting or Explosion Coverage, Standard Collapse Coverage, and Standard Underground Coverage commonly referred to as XCU Property Damage Liability.
  - (c) The property damage coverage shall include a Broad Form Property Damage Endorsement or similar thereto.
  - (d) Contractual Liability coverage shall be included.
  - (e) Products Liability and/or Completed Operations coverage shall be included.
  - (f) Personal Injury Liability coverage shall be included.

C. Automobile Liability Insurance

The Contractor shall take out and maintain during the life of the contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from the operations of any owned, hired, or non-owned automobiles used by or for him in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:

Bodily Injury and Property Damage      \$1,000,000 Combined Single Limit

D. Builder's Risk Insurance (For Building Construction Contracts Only)

Unless otherwise specified where buildings are to be constructed under this contract, the Contractor shall provide and maintain fire, extended coverage, vandalism, and malicious mischief insurance, covering such building in an amount equal to one-hundred percent (100%) of the contract amount (minimum), as specified herein.

Losses, if any, shall be made payable to the City of Lincoln and Contractor as their interest may appear. A Certificate of Insurance evidencing such insurance coverage shall be filed with the City of Lincoln by the time work on the building begins and such insurance shall be subjected to the approval of the City Attorney.

E. Minimum Scope of Insurance

All Liability Insurance policies shall be written on an "occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the City of Lincoln.

F. Certificate of Insurance

All certificates of insurance shall be filed with the City of Lincoln on the standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance coverage required by the preceding Sections A, B, C, D, and showing the City of Lincoln as a named additional insured. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide the City of Lincoln thirty days, notice of cancellation, non-renewal or any material reduction of insurance coverage.

# **SPECIAL PROVISIONS FOR CONSTRUCTION CONTRACTS**

PURCHASING DIVISION  
CITY OF LINCOLN, NEBRASKA

## **1. CONTRACT DOCUMENTS**

- 1.1 Copies of the plans, specification documents and contract documents may be obtained at the office of the Purchasing Agent.
- 1.2 Bidders are required to examine the same, and satisfy themselves that all requirements are fully understood.

## **2. PROJECT MANAGER**

- 2.1 The definition of "Project Manager" as used in this Specification Document shall mean Holly Lewis (402-441-7960), or by or through that person's duly authorized assistants.

## **3. SITE VISITATION**

- 3.1 Bidders shall inform themselves of the conditions under which the work is to be performed, concerning the site of work, the structures, obstacles which may be encountered and all other relevant matters concerning the work to be performed.
- 3.2 The contractor will not be allowed any extra compensation by reason of any matter or thing concerning which he might fully have informed himself prior to bidding.
- 3.3 Bidders shall contact the Project Manager at 402-441-7960 (Holly Lewis) if questions regarding site inspection.

## **4. ESCALATOR CLAUSE**

- 4.1 An escalator clause or any qualification of price conditions which makes it possible to bill at a price higher than price quoted will disqualify the bid, unless such maximum billing price or percentage of increase is definitely shown on the Proposal, in which case such higher price will be used for comparison of bids.

## **5. CONTRACT, BONDS AND INSURANCE**

- 5.1 Within fourteen (14) calendar days after the award of bid, the successful bidder must execute a written contract between the bidder and the City, which contract will incorporate the City's specification documents, and be on contract forms provided by the City.
- 5.2 Also within such period, the successful bidder must furnish construction bonds, in a sum not less than the contract price executed by the bidder and by a corporate surety company authorized to transact business in the State of Nebraska. See sample bonds and commentary, attached.
- 5.3 Also, within such period, the successful bidder must furnish evidence of insurance in accordance with the attached "Insurance Clause to be Used for All City Contracts".

## **6. PAYMENT TO UNEMPLOYMENT COMPENSATION FUND**

- 6.1 The contractor and his subcontractors must pay to the Unemployment Compensation Fund of the State of Nebraska, unemployment contributions and interest due under the provisions of Section 48-601 through 48-669, Nebraska Reissue revised Statutes for 1943, on wages paid to individuals employed in the performance of the contract

## **7. HEALTH AND SAFETY REGULATIONS**

- 7.1 The contractor and his subcontractors shall in all respects comply with the terms and provisions of Sections 48-425 through 48-435, Nebraska Reissue Revised statutes of 1943, generally pertaining but not limited to scaffolding and flooring, and shall perform fully on behalf of the City such requirements as said sections may impose upon the City.
- 7.2 The Contractor and his subcontractors shall likewise comply and perform with respect to any and all other applicable health and safety regulations.

## **8. DELAYS**

- 8.1 With written permission of the Project Manager, the completion date may be extended if unsuitable weather or any force majeure should halt progress during the construction period.

## **9. CLEAN UP**

- 9.1 The Contractor shall be responsible for keeping the premises free of waste materials or rubbish resulting from his operations or the operations of his subcontractors.
- 9.2 The Contractor shall remove equipment, scaffolding and surplus materials from the premises when the need for keeping them on the job no longer exists.

## **10. INSPECTIONS**

- 10.1 Inspections in general will be conducted by Project Manager.
- 10.2 The contractor shall be responsible for contracting City Building and Safety Department for inspections required by City Codes for this type of public improvement.

## **11. ACCESS AND PARKING**

- 11.1 The Contractor shall park all vehicles in an area as designated by the Project Manager during construction.
- 11.2 Access to the construction site shall be gained as directed by the Project Manager.

## **12. PERMITS, FEES AND NOTICES**

- 12.1 Contractors shall secure and pay for all permits, licenses and certificates of inspections and occupancy that may be required by the City of Lincoln.

### 13. ERRORS AND OMISSIONS

- 13.1 If any errors or omissions are found in the drawings or specifications or other documents during construction, the Contractor shall notify the Project Manager of such error or omission, and request clarification before proceeding with the work.

### 14. TEMPORARY UTILITIES

- 14.1 The contractor shall be responsible for securing and setting up all needed temporary utilities.

### 15. PRE-CONSTRUCTION CONFERENCES

- 15.1 Prior to starting any work, the contractor shall meet with the Project Manager for clarification of construction procedures and work to be accomplished.
- 15.2 At this time the contractor shall present his planned work schedule together with estimated completion date.

### 16. PROGRESS SCHEDULE

- 16.1 The Contractor, immediately after being awarded the contract, shall prepare and submit for the Project Manager's approval an estimated progress schedule for the work.
- 16.2 The progress schedule shall be related to the entire project to the extent required by the Contract Documents.
- 16.3 This schedule shall indicate the dates for the starting and completion of the various states of construction and shall be revised as required by the conditions of the work, subject to the Project Manager's approval.

### 17. GUARANTEE

- 17.1 As a minimum requirement of the City, the contractor shall guarantee all materials and workmanship for a period of one (1) year following completion of the project.

### 18. NOTICE TO PROCEED

- 18.1 The Contractor shall not begin construction until receiving written "Notice to Proceed" from the Project Manager.

### 19. PURCHASING AGENT APPOINTMENT AND EXEMPT SALE CERTIFICATE

- 19.1 The Contractor performing work for the City of Lincoln will be issued a Purchasing Agent Appointment and Exempt Sale Certificate signed by the Purchasing Agent.
- 19.2 It is to be used by the Contractor and his Subcontractors when purchasing tangible personal property to be actually incorporated into the contract work.
- 19.3 It does not apply to either:
1. The purchase of materials to be used but not incorporated into the contract work, including but limited to, form lumber, scaffolding, etc., or
  2. The purchase or rental of machinery, equipment or tools owned or leased by the Contractor or his subcontractors and used in performing the contract.

- 19.4 The contractor may reproduce copies of the original of the aforesaid document to furnish to his or his subcontractor's suppliers on each invoice or order.

- 19.5 The Contractor (or Subcontractor for the subcontractor's suppliers shall enter the supplier's name and address, the date, the invoice or order number, a description of the items, and the amount in the spaces provided and shall sign the certificate on the line provided for the "Purchaser's Agent".

### 20. LIQUIDATED DAMAGES

- 20.1 If the Contractor fails to complete the Contract prior to the completion date, considering approved extensions of time, liquidated damages will be charged for each calendar day that the work remains incomplete.
- 20.2 The amount of liquidated damages will be deducted from the money due the Contractor prior to final payment or in the case where the remaining amount due the Contractor is less than the total amount of liquidated damages, the City shall have the right to recover the difference from the Contractor or his Surety.
- 20.3 Unless specifically amended or modified by the special provisions, the schedule below shall establish the daily amount of the liquidated damages:

#### BID AMOUNT:

<u>MORE THAN</u>	<u>UP TO AND INCLUDING</u>	<u>LIQUIDATED DAMAGES PER CALENDAR DAY</u>
\$ 0	\$ 100,000	\$ 100
100,000	500,000	200
500,000	1,000,000	300
1,000,000	AND UP	400

- 20.4 The amounts set forth in the above schedule are not to be considered punitive, but rather predetermined and reasonable amounts to compensate for the detriment to the public and to defray expenses incurred by the City due to the delay in the completion of the project.

### 21. ASBESTOS

- 21.1 No materials whatsoever shall be utilized in the construction, reconstruction or remodeling which may contain asbestos as defined under Nebraska Asbestos Control Act, Article 71, Section 71-6301 through 71-6317 of the Revised State of Nebraska Code.
- 21.2 The removal of any asbestos containing material shall be in strict compliance with the said Nebraska Asbestos Control Act and appropriate Occupation Safety and Health Administration (OSHA) Regulations including but not limited to 29CFR, 1910-1200, 1926-58 and 1910-1001 and the Environmental Protection Agency, (EPA) NESHAPS Standard for Asbestos 40CFR 61 Subpart A and M covering emission standards, 42 USCA 7401-7642 - CLEAN AIR ACT, 40 CFR Part 763 Subpart G-Asbestos Abatement Projects, 40 CFR Part 7-63.120 Subpart G-Worker Protection Rule and such other local, state or federal applicable rules or regulations.